UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO
Bankruptcy Judge Elizabeth E. Brown

In re: LOUIS DEEB HADDAD, Debtor.	Bankruptcy Case No. 20-14365 EEB Chapter 13
MARIA CAMMAROTA and CCR, LLP, d/b/a COOMBE CURRY RICH & JARVIS, Plaintiffs, v. LOUIS DEEB HADDAD, Defendant.	Adversary Proceeding No. 20-1295 EEB

ORDER ON DISCHARGEABILITY AND AWARDING FEES AND COSTS

THIS MATTER is before the Court following a trial on Plaintiff Maria Cammarota's complaint to determine dischargeability.[1] She seeks a determination that the Debtor's divorce court obligation to pay her one-half of the equity in the parties' former marital residence was actually in the nature of a domestic support obligation. Subsequent to trial, she has also filed a request for fees and expenses, to which Debtor has objected.

I. BACKGROUND

At the time they separated, these parties had been married for approximately eight years and had three young children. Theirs was a traditional marriage, where Plaintiff worked at home, caring for their children and their home, and the Debtor was the sole breadwinner. While they did not have savings or much else in the way of assets, they had a comfortable 3,600 square-foot home, with five bedrooms and five bathrooms. But for reasons unstated, Plaintiff fled the marital home in September 2013.

[1] Prior to trial, this Court awarded summary judgment to Plaintiff CCR, LLP, the divorce attorneys who represented Plaintiff Cammarota, declaring the fees awarded to them by the divorce court to be in the nature of support and, therefore, nondischargeable under 11 U.S.C. § 523(a)(5). Thus, this ruling pertains only to Plaintiff Cammarota's claim of nondischargeability.

For a time, she was homeless, as Debtor refused to provide her with any means of support. She survived through the kindness of others who lent her a couch to sleep on. Initially, she would return to the marital home to see and care for the children. But eventually, the Debtor refused her entry. She then rented a 300 square-foot basement storage room, in another single mother's home for $680 per month, so that she had a place to live where she could bring her children.

Despite this meagre housing arrangement, Plaintiff did not make enough in wages to pay for this rent or any other necessities. Her immediate prospects were limited as she had no college degree and very little work experience from before her marriage. Her only source of work was a seasonal job at a photography studio, where she earned $9 per hour, but the business offered her very few hours. Essentially destitute, she had to apply for governmental assistance and rely on personal loans from friends. In contrast, the Debtor has enjoyed a steady work history, employed at a number of car dealerships, in both sales and management.

The documents admitted at trial show the relative income of these parties as:

Year	Relevant Events	Her Income	His Income
2008		--	65,656
2009		--	100,410
2010		--	105,084
2011		--	161,809
2012	(Plaintiff started her own photography business, but expenses exceeded income)	(-$4,040)	144,836
2013	Parties separated September 2013	1,667	73,648
2014	Parties divorced May 2014	8,932	88,609
2015	Marital Home Sold March 2015	11,534	103,260
2016		No information admitted	No information admitted
2017		13,380	119,400

2018		No information admitted	87,403
2019		No information admitted	94,891

The Debtor testified that his income dropped and then steadily climbed back up every time he switched dealerships. But even though his income dropped around the time of the separation and divorce, it still exceeded her income by a factor greater than ten times.

In their separation agreement, the Debtor had three main financial obligations: past and present spousal support, child support, and division of marital property, which primarily centered on the sale or refinancing of the home to distribute one-half of its equity to the Plaintiff. To establish the amount of Plaintiff's spousal support, the parties employed a formula that attributed income to both spouses. However, this formula did not reflect their then current reality. For example, the formula imputed income to Plaintiff of $9 per hour for a full forty-hour week, even though in reality Plaintiff was only able to obtain minimal hours from the photography studio at which she worked part-time. It also included her receipt of governmental assistance as "income."

On the other hand, the formula attributed gross wages of only $4,248 to the Debtor, or an annualized figure of $50,976. Yet Debtor's 2014 tax return (the year of the divorce) showed he earned over $88,000. In contrast, she earned only $8,932 in 2014. But based on the applicable formula, the parties set her spousal support payment at $920 per month, for a period of four years. Also based on these distorted income figures, the agreement set Debtor's child support obligation at $15 per month, or $5 for each of the three minor children.

In the property section of the separation agreement, the parties agreed that the marital home would become Debtor's sole and separate property, but he had an obligation to pay her the sum of $48,222, representing her share of its equity at the time of the divorce. It further obligated him to refinance the property within thirty months and, failing that, he would have to sell the home. In addition, the parties acknowledged that, at the time of the divorce, the mortgage payments were in arrears by over $15,000, as the Debtor had stopped making these payments following the separation. Under the separation agreement, Debtor had the duty to cure the arrears within six months or immediately list the home for sale. Debtor was also responsible for making the future mortgage payments and homeowner association dues.

Debtor did not cure the mortgage, did not make current payments, and did not sell the home until March 2015. By that time, most of the equity in the home had disappeared in mounting interest charges. At closing, Plaintiff received only $10,000 from the sales proceeds. And while he was not making the mortgage payments, Debtor was also pulling out large cash withdrawals from his account and traveling to the mountains, staying in hotels, and eating at nice restaurants. Thus, at a time when Plaintiff desperately needed the funds from the home equity for her subsistence, the Debtor's actions made sure she would never see those funds.

In February 2017, Plaintiff filed a motion in the divorce court to order the Debtor to pay her the remaining amount due for the home equity. At that time, Debtor owed a balance of $36,945. But when the court ruled on the motion almost two years later, it entered a judgment in the amount of $63,499.23, which represented the unpaid equity, plus interest and attorney fees.

II. DISCUSSION

A. Whether the Payment of Home Equity in this Case Constitutes a Domestic Support Obligation

In general, bankruptcy offers a debtor a fresh start, free from the encumbrance of past debts. But Congress has made exceptions to this general policy in favor of other countervailing policies. Some of the exceptions are based on a debtor's moral turpitude. If a particular debt is the result of the debtor's fraud, for example, Congress has denied the discharge of such a debt once the creditor has established the fraudulent nature of the debt. 11 U.S.C. § § 523(a)(2) and (c)(1). Other exceptions reflect a societal balancing of other interests. For example, recent tax debts are nondischargeable. 11 U.S.C. § 523(a)(1). This undoubtedly reflects Congress' determination that another policy takes higher precedence, namely that of ensuring that all but the most destitute of its citizens share in the burden of defraying the expenses of government.

Similarly, Congress has weighed more highly the protection of those who require familial support, such as former spouses and children under the age of majority. It has declared an exception to discharge for "domestic support obligations." 11 U.S.C. § 523(a)(5). In most individual bankruptcy cases, it also provides a discharge exception for other divorce-related obligations, such as property settlement debts. 11 U.S.C. § 523(a)(15). However, there is an exception to this exception in chapter 13 cases, where the debtor enjoys a more expansive discharge under § 1328.[2] Chapter 13 allows a debtor who successfully completes a repayment plan over the course of three-to-five years, during which the debtor contributes all of his or her disposable income, to achieve a discharge of all divorce-related debts, except domestic support obligations. 11 U.S.C. § 1328(a)(2). In other words, property settlement debts may be discharged in chapter 13. It is this broader discharge in chapter 13 that requires courts to differentiate divorce obligations that represent domestic support obligations from property settlement debts.

The Bankruptcy Code provides its own definition of a "domestic support obligation," but it is a circular definition:

> (14A) The term "domestic support obligation" means a debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is--
> (A) owed to or recoverable by--
> (i) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or
> (ii) a governmental unit;

[2] All references to "section" or "§" shall refer to Title 11, United States Code, unless expressly stated otherwise.

> (B) ***in the nature of alimony, maintenance, or support*** (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;
> (C) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of--
> (i) a separation agreement, divorce decree, or property settlement agreement;
> (ii) an order of a court of record; or
> (iii) a determination made in accordance with applicable nonbankruptcy law by a governmental unit; and
> (D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt.

(emphasis added). While this definition is helpful in terms of determining who has standing to assert the debt and how the debt must be established, it does little to answer the question of what qualifies as a "support" obligation. In other words, it uses the very term it is attempting to define as its definition, *i.e.* a domestic support obligation is "in the nature of support."

Thus, Congress has left the real job of defining this type of debt to the courts. Fortunately, the Tenth Circuit has provided a great deal of guidance in this regard. In *Sampson v. Sampson (In re Sampson),* 997 F.2d 717 (10th Cir. 1993), the court analyzed whether an obligation designated as "maintenance" in the debtor's and his ex-spouse's divorce agreement was actually "in the nature of alimony, maintenance, and support" and, thus, nondischargeable under § 523(a)(5). This case has established many basic principles that courts continue to use in their "support vs. property division" analysis and this Court will paraphrase several of its principles.

First, the *Sampson* court held that the question of whether a debt is nondischargeable as a domestic support obligation is a question of federal law. Second, the determination must be based on the circumstances as they existed at the time the obligation arose, not later, regardless of the ex-spouse's needs or circumstances at the time of the bankruptcy. *Baldwin v. Phillips (In re Phillips)*, 520 B.R. 853, 859 (Bankr. D.N.M. 2014) (citing *Young v. Young* (*In re Young),* 35 F.3d 499, 500 (10th Cir. 1994)). In fact, an ex-spouse's "current financial condition is irrelevant to the [DSO] inquiry." *Merrill v. Merrill* (*In re Merrill)*, 252 B.R. 497, 508 (10th Cir. BAP 2000). *See also Comstock v. Rodriguez (In re Rodriguez)*, 465 B.R. 882, 891(Bankr. D.N.M. 2012) (evidence that ex-wife needed funds from retirement accounts for current education expenses of children was not relevant to function of obligation at the time of the divorce).

In making this determination, courts must look beyond the label that the parties attach to the obligation in their settlement agreements. Even an unambiguous agreement, while persuasive, does not end the inquiry. *In re Sampson*, 997 F.2d at 722. Instead, the court must engage in a two-part inquiry to determine: (1) whether the parties intended the obligation to be support; and (2) whether the obligation was, in substance, support. *Id.* at 723. Admittedly, this test also appears to be somewhat circular, but the focus of the first prong is the shared intent of the parties at the time the obligation arose. *Id.* To determine that intent, the language and

structure of the agreement are persuasive, but the court may also consider the surrounding circumstances at the time of the parties' divorce.

It should also consider the parties relative income, expenses, and prospects for employment. In *Sampson,* at the time of the parties' divorce, the wife had no job, no marketable skills, little education, a health condition that limited her ability to work, no income, and monthly living expenses of $4,165. In contrast, the debtor/husband was employed as a mortgage banker, enjoyed a monthly income of $14,850, and had monthly living expenses of only $3,795. *Id.* at 724-25. A spouse's "obvious need for support at the time of the divorce is enough to presume that the obligation was intended as support even when it is otherwise identified in an agreement between the parties as a property settlement." *Id*. at 725 (citing *Goin v. Rives* (*In re Goin),* 808 F.2d 1391, 1392 (10th Cir. 1997)). Consequently, this factor becomes a critical inquiry and may, in some cases, be dispositive on whether an obligation to a former spouse is nondischargeable under § 523(a)(5). *Id.* at 726, n. 7.

As to the second prong of the test: "[t]he critical question in determining whether the obligation is, in substance, support is the function served by the obligation at the time of the divorce [which also] may be determined by considering the relative financial circumstances of the parties at the time of the divorce." *Id.* 725-26. If an obligation effectively functions as the former spouse's source of income at the time of the divorce, it is, in substance, a support obligation. *Id.* at 726. Given the similarities between these two prongs of the test, one could argue that it is really a single-factor test.

In applying this test, the Court acknowledges that the parties' separation agreement included a separate obligation for spousal support and one for division of property. Ordinarily, separating the two obligations in this manner creates a presumption that the property settlement obligation is, just as its label indicates, a division of property and not a form of spousal support. Nevertheless, in accordance with the *Sampson* court's guidance, this Court gives far greater weight to the Plaintiff's financial needs at the time of divorce than to the labels affixed to the various obligations in the agreement. It was clear from the documentary evidence and Plaintiff's testimony that everything to which she was entitled under the agreement was desperately needed for her actual support. The Court recognizes that Debtor was given a thirty-month window in which to refinance or sell the home, and that this indicates that the money might not be forthcoming immediately. Ordinarily, that would undercut Plaintiff's assertion it was for support. But her needs were so great, their assets so few, and the formulae employed to set spousal and child support so skewed the reality of their situation, that the Court is convinced she needed every dollar in the overall package the separation agreement provided to her, whether it was immediately available or not, to fund her transition from a full-time homemaker to a financially independent individual.

In another Tenth Circuit decision, *Goin v. Rives* (*In re Goin)*, 808 F.2d 1391 (10th Cir. 1987), the court rejected the debtor's contention that the property division label in the separation agreement was controlling. In this case, the parties' divorce decree required the debtor to pay his ex-wife $80,000 in annual installments of $5,000. This amount represented her one-half interest in marital real estate and stock. The decree had a separate provision requiring the debtor to pay monthly child support. The *Goin* court upheld the bankruptcy court's determination that the $80,000 obligation was in the nature of support and thus nondischargeable, notwithstanding the

agreement's characterization of the payment as a division of the value of marital property. In so holding, the *Goin* court enumerated the following factors that a court may consider in determining whether a debt is for support:

> (1)if the agreement fails to provide explicitly for spousal support, the court may presume that the property settlement is intended for support if it appears under the circumstances that the spouse needs support; (2) when there are minor children and an imbalance of income, the payments are likely to be in the nature of support; (3) support or maintenance is indicated when the payments are made directly to the recipient and are paid in installments over a substantial period of time; and (4) an obligation that terminates on remarriage or death is indicative of an agreement for support.

808 F.2d at 1392-1393.

The Court recognizes that this case is both similar and distinguishable. It was similar in that the court found the distribution of value from the marital assets to be in the nature of support. The wife worked part-time as a beauty operator, all marital property was jointly owned, the parties had three minor children, and the child support payments were not sufficient to provide the spouse and children with the standard of living they had enjoyed prior to the divorce. It differed in that this involved a recurring payment over many years instead of a lump sum payment. It also differed in that the spouse was not otherwise receiving support payments while Plaintiff in this case was entitled to both support and a division of the home equity. And there was no provision in the present case for the termination of the obligation if Plaintiff remarried or died. On the other hand, the Court gives far greater weight to the fact that, in both cases, there was a striking imbalance in the income of the two spouses and there were three young children that needed real support. In an unpublished Tenth Circuit decision, *Cline v. Cline*, 259 Fed. Appx. 127 (10th Cir. 2007), the court also upheld the bankruptcy court's determination that a lump sum payment of $250,000 described in divorce agreement as property division was actually in the nature of support based on wife's need for support, her limited education, the parties' three children, and the extreme imbalance of income between the spouses.

As yet another example of the weight the Tenth Circuit places on the spouse's need for support, the Court relies on the case of *Yeates v. Yeates* (*In re Yeates)*, 807 F.2d 874 (10th Cir. 1986). Here the debtor agreed to pay his ex-spouse a $6,000 "property division" payment "in consideration of the [spouse] waiving her right to alimony." *Id.* at 879. Despite these characterizations, the court found the agreement ambiguous on the question of whether the parties intended the debt payment obligation to be in the nature of support. It said the spouse's "need for support is a very important factor" in determining intent and that "evidence that payment of the debt is necessary in order for the plaintiff to maintain daily necessities such as food, housing and transportation indicates that the parties intended the debt to be in the nature of support." *Id.* Based on the payee-spouse's "dire financial circumstances," and the fact that she would lose her home if she did not receive the $6,000 payment, the court concluded the debtor's obligation was in the nature of support.

In summary, the Court finds that the Debtor's obligation to pay Plaintiff approximately $48,000 (now over $62,000) was intended to be and actually was in the nature of support, despite its inclusion in the property division section of the agreement, despite an additional award of maintenance, despite its lump sum nature, and despite the anticipated delay in its payment.

B. Request for Fees and Expenses

Plaintiff now seeks to recover her attorney fees and costs incurred in this dischargeability proceeding. Under the "American Rule," a prevailing party ordinarily may not collect attorney fees from her opponent. *Busch v. Hancock (In re Busch)*, 369 B.R. 614, 624 (10th Cir. BAP 2007). There are, however, two important exceptions to this rule. Fees may be shifted to the opposing party when either a statute or the parties' agreement expressly so provides. *Id.* at 625-626. These two exceptions apply even in nondischargeability actions. "[W]here state law or a fee-shifting agreement so provides, the party in a § 523(a)(5) . . . action who succeeds in proving an exception to discharge may be awarded his or her fees by the bankruptcy court." *Taylor v. Taylor (In re Taylor)*, 478 B.R. 419, 429 (10th Cir. BAP 2012).

Plaintiff bases her claim for attorney fees on paragraph 37 of the parties' separation agreement. In relevant part, it provides:

> Each party shall indemnify the other with respect to any debt or obligation assigned to him or her by this Agreement, and *shall pay any costs*, interest, penalties, *and attorney fees to the non-liable party in enforcing or defending the terms of this Agreement*, *whether such enforcement or defense is by contempt proceeding or otherwise.*

(emphasis added).

The Debtor argues that this fee-shifting contractual provision is not enforceable because the separation agreement is no longer a contract. He relies on Colo. Rev. Stat. § 14-10-112(5). It provides that, when a separation agreement is incorporated into a divorce decree, the terms of the agreement "may be enforced by all remedies available for the enforcement of a judgment, including contempt, but are no longer enforceable as contract terms." But Debtor's argument reads this statute far too broadly. Though principles of contract law, such as the determination of parties' intent and construction of ambiguous terms may not strictly apply, *see Burckhalter v. Burckhalter (In re Burckhalter),* 389 B.R. 185, 189 (Bankr. D. Colo. 2008), Colorado courts recognize that the incorporation of a separation agreement into a decree "does not change . . . the relationship of the parties to the contract . . . nor . . . the force and effect of the terms thereof." *In re Marriage of Meisner*, 807 P.2d 1205, 1208 (Colo. App. 1990) (quoting *Lay v. Lay*, 162 Colo. 43, 49 (1967)). The parties' rights and liabilities under the divorce decree continue to be governed by the terms of their separation agreement. *Id.*

Nor is it necessary for Plaintiff to show that her enforcement actions have occurred in the context of a contempt proceeding before the divorce court. The language of Colo Rev. Stat. § 14-10-112(5) itself refers to "remedies, . . . including contempt," which clearly indicates that contempt is only one way to enforce the obligation. *See Marriage of Meisner*, 807 P.2d at 1208.

(granting motion to enforce separation agreement).[3] Moreover, the terms of the agreement in this case specify the recovery of fees whether the fees are incurred in a "contempt proceeding or otherwise."

Nor is there any question that seeking a determination of dischargeability falls within the scope of the separation agreement's provision. Paragraph 37's allowance of fees covers any action to enforce Debtor's obligations. By seeking a dischargeability ruling, Plaintiff was taking a necessary step to maintain the enforceability of the full amount of the home equity obligation. If the obligation had not been a domestic support obligation, the Debtor's liability on the debt would have been limited to whatever distribution nonpriority unsecured creditors would receive under his chapter 13 plan, usually a small fraction of the amount due. To collect the full amount of the debt, Plaintiff had to bring this action. A domestic support obligation is nondischargeable whether or not anyone seeks a court ruling to that effect. 11 U.S.C. § 523(c) (by negative inference). But when the Debtor denied the debt in question was a support obligation, and especially because it was labelled in the separation agreement as a property division obligation, Plaintiff had no practical way of enforcing the obligation without first obtaining a court ruling as to its nondischargeable nature. Because her efforts to obtain this ruling fall within the purview of enforcing the terms of the separation agreement, she is entitled to recover her reasonable attorney fees and costs in doing so.

Plaintiff has requested fees in the amount of $34,390.50. The Debtor questions the reasonableness of this amount. In assessing fees, this Court must consider the time and labor required of the attorney, the novelty and difficulty of the questions involved, the skill required to perform the legal services properly, the fees customarily charged in the locality, the amount involved, the results obtained, and the experience, reputation, and ability of the attorneys. *JK Transports, Inc. v. McGill* (*In re McGill)*, 623 B.R. 876, 902 (Bankr. D. Colo. 2020); *Market Center E. Retail Prop., Inc. v. Lurie (In re Market Center E. Retail Prop., Inc.)*, 730 F.3d 1239, 1247 (10th Cir. 2013). It then conducts a lodestar analysis, which calculates reasonable fees by multiplying the number of hours reasonably expended on a case by a reasonable hourly rate. *In re McGill,* 623 B.R. at 902*; In re Market Center,* 730 F.3d at 1246-47. In doing so, the Supreme Court has stated that "[t]he essential goal in shifting fees . . . is to do rough justice, not to achieve auditing perfection. So trial courts may take into account their overall sense of a suit, and may use estimates in calculating and allocating an attorney's time." *Fox v. Vice*, 563 U.S. 826, 838 (2011). The Debtor does not challenge the hourly rates of Plaintiff's attorneys and the Court finds they are reasonable and well within the range of fees charged by practitioners handling similar matters in this jurisdiction. The Court notes also that Plaintiff's attorneys (and Debtor's attorneys) conducted themselves with utmost professionalism and competency in this case.

[3] Plaintiff notes that the separation agreement contains a forum selection clause designating the District Court for the City and County of Denver Colorado as the court with "exclusive and continuing jurisdiction over matters relating to the interpretation and enforcement of " the agreement. This clause does not and cannot deprive this Court of its subject matter jurisdiction in this adversary proceeding. *See Elna Sefcovic, LLC v. TEP Rocky Mountain, LLC*, 953 F.3d 660, 666 (10th Cir. 2020) (explaining that only Congress may determine a lower federal court's subject-matter jurisdiction and that neither litigants nor state courts can divest a federal court of its jurisdiction). *See also Nickerson v. Network Solutions, LLC*, 339 P.3d 526, 530 (Colo. 2014) (recognizing that forum selection clauses do not divest a court of personal or subject matter jurisdiction).

Thus, the Court's sole focus will only be on the amount of time her attorneys spent, which was a combination of 140.1 hours for both preparing and trying the case.

At first blush, spending over half ($34,000) of the amount a party is attempting to collect ($62,000) may appear excessive. And the amount is about three times the amount the Debtor expended (about $10,000). But the Debtor did not have to conduct as much discovery to prepare his case as the Plaintiff did in order to carry her burden of proof. And while this case did not raise complex legal issues or novel applications of the law, the basic steps of building and prosecuting a case – if done properly -- simply take time, regardless of the amount in controversy.

The Debtor has, however, raised one point with which the Court agrees. Plaintiff's attorneys filed the complaint in this adversary proceeding on behalf of two creditors, both Plaintiff and CCR, LLP. The Court granted summary judgment in favor CCR, LLP, so only Plaintiff's case proceeded to trial. But most of tasks performed by Plaintiff's attorneys up to the summary judgment ruling were taken on behalf of both clients. Plaintiff's attorneys assert that they have removed all time entries that only related to CCR, LLP, but the remaining entries still reflect work performed for both clients. For example, the time entries include drafting the complaint, preparing and filing a "joint" objection to confirmation of the Debtor's chapter 13 plan, and numerous conferences with or correspondence to the firm's "clients." These and many more entries demonstrate the attorneys were working for both clients at the same time. The total time billed by Plaintiff's attorneys for work that benefitted both clients was $13,565. It is appropriate to reduce the fees requested by half that amount, or $6,782.50.

In addition, the Court notes that a great deal of the work performed by Plaintiff's attorney Kimminau was billed at an associate attorney rate but was for purely administrative work. Most of this work relates to correspondence with process servers and monitoring the service of various subpoenas. This work should have been performed by, at least billed as, secretarial work or at most paralegal work. Therefore, the Court finds these time entries should be reduced by another $787.50.

Finally, Plaintiff has offered a reduction of $156 for preparing a list of stipulated exhibits that Plaintiff did not present at trial. Combining all these reductions amounts to $7,726.00 of the total fees requested, leaving a balance of $26,664.50. The Court will award Plaintiff's attorney fees in this amount.

Plaintiff has also requested costs in the amount of $1,239.52. Debtor challenges $646.52 in expenses for subpoenas to obtain his wage and bank account information. He contends that those costs "provided no additional value to the hearing." The Court disagrees. The relative financial circumstances of the parties at the time of the divorce was crucial to the § 523(a)(5) determination. And the background of the parties' financial relationship throughout their marriage was also important to the Court's understanding of the issues presented. Whether Plaintiff utilized all of the discovery materials at trial is irrelevant. Accordingly, the Court will award Plaintiff the full amount of her costs.

III. CONCLUSION

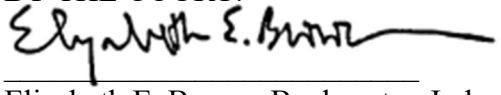
For the foregoing reasons, the Court hereby:

ORDERS that the debt represented by the state court's January 31, 2019 order regarding the equity payment is nondischargeable under 11 U.S.C. § 523(a)(5); and

FURTHER ORDERS that Plaintiff is awarded attorney fees of $26,664.50 and costs in the amount of $1,239.52.

DATED this 14th day of March, 2022.

BY THE COURT:



Elizabeth E. Brown, Bankruptcy Judge